

171300 E6
10/28/01

October 28, 2001

Joe Dombrowski
Remedial Project Management Section/Illinois EPA
Springfield, IL 62794-9276

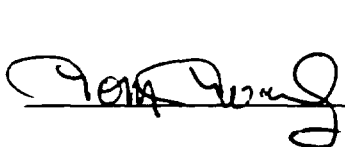
Re: Request for Information to Assist in the Downers Grove
Groundwater Investigation

Dear Mr. Dombrowski:

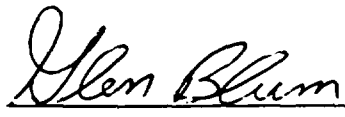
This cover letter is being sent along with our responses to Attachment C, to further establish that we have in the past and continue to be in compliance with all local and state ordinances.

Our building at 5103 Belmont Rd., Downers Grove, IL and the land it is built on has been family owned for some 41 years. We are proud of never having any code violations and welcome any further information or clarification of Attachment C.

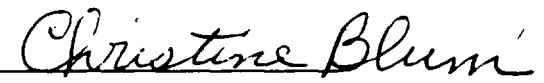
Respectfully submitted,



Tom Twardy
(Lease Tenant)
Grove Automotive LTD
5103 Belmont Rd.
Downers Grove, IL 60515



Glen Blum
(Property Owner)
6224 Western Ave.
Willowbrook, IL 60527



Christine Blum
(Property Owner)
4529 Belmont Rd.
Downers Grove, IL 60515

RECEIVED
NOV 01 2001
IEP4/BOL



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276

RENEE CIPRIANO, DIRECTOR

(217)782-3397
(TDD: 782-9143)

October 3, 2001

CERTIFIED MAIL #7000 1670 0008 6137 4684

Tom Twardy
Grove Automotive LTD
5103 Belmont Rd.
Downers Grove, Illinois 60515

Re: Request for Information to assist in the Downers Grove Groundwater Investigation

Dear Mr. Twardy:

I am writing to request your cooperation in providing information and documents to assist the Illinois Environmental Protection Agency ("Illinois EPA") in its investigation of the Downers Grove Groundwater Investigation Site ("Site"). The Site is located in the western portion of Downers Grove and adjacent portions of unincorporated DuPage County, Illinois. The general boundaries of the Site are the BNSF railroad tracks on the north, Main Street on the east, Interstate I-355 on the west, and 63rd Street on the south. This letter specifically seeks information relating to the Grove Automotive LTD facility at 5103 Belmont Road. For the purposes of this request, "you" means the Grove Automotive LTD and "Facility" means all contiguous land and any building, structure, installation, equipment, pipe or pipeline, well, pit, pond, lagoon, impoundment, ditch, landfill, and storage container located at 5103 Belmont Road.

I request pursuant to Section 4(b) and (h) of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/4(b) and (h)) that you provide a complete and truthful response to this Information Request and attached questions (Attachment C) within 21 days of your receipt of this letter.

The Illinois EPA is investigating the potential sources and extent of releases of hazardous substances, pollutants, or contaminants at the Site. Illinois EPA is seeking to obtain information concerning the generation, storage, treatment, transportation, and methods used to dispose of such substances that have been, or threaten to be, released at or from the Site. Illinois EPA believes that you might have information, which may assist it in the investigation of the Site.

Some of the information Illinois EPA is requesting may be considered by you to be confidential or trade secret. If you wish to withhold any information from disclosure as confidential or trade secret information, you must make the appropriate claim, providing a clear and complete explanation of the basis for the claim, and specifically identify the information the information that you are withholding. The Illinois EPA, however, reserves the right to require submittal of the information if it determines that the information is pertinent to its investigation. In such event, you will be provided with the opportunity to assert a claim of exemption from public disclosure. Directions for asserting such claims are discussed further in Attachment A and D to this letter.

GEORGE H. RYAN, GOVERNOR

Downers Grove Groundwater Investigation Site
Information Request
October 3, 2001
Page 2

If you have information about other parties who may have information which may assist the Illinois EPA in its investigation of the Site or may be responsible for the contamination at the Site, that information should be submitted within the time frame noted above.

Instructions for the response to the questions in Attachment C to this document are described in Attachment A. Your response to this Information Requests should be mailed to:

Joe Dombrowski
Remedial Project Management Section
Bureau of Land
Illinois Environmental Protection Agency
1021 N. Grand Avenue East, Box 19276
Springfield, Illinois 62794-9276

If you have additional questions about the Downers Grove Groundwater Investigation Site, please contact Carol Fuller at (217) 524-8807. However, if you have specific questions about the Information Request, please contact Mark Gurnik (217)782-5544.

We appreciate and look forward to your prompt response to this Information Request.

Sincerely,



Renee Cipriano
Director

Enclosures

STORE LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

TERM OF LEASE		Above Space for Recorder's use only
BEGINNING	ENDING	
October 1, 2001	September 30, 2002	
MONTHLY RENT	DATE OF LEASE	LOCATION OF PREMISES
\$1000.00	October 1, 2001	5103 Belmont Rd. Downers Grove, Illinois 60515
PURPOSE		
Auto Repair Business		

LESSEE

LESSOR

NAME • Grove Automotive Ltd.
ADDRESS • 5103 Belmont Rd.
CITY • Downers Grove, IL 60515

NAME • Christine E. Blum & Glen L. Blum
ADDRESS • 4529 Belmont Rd.
CITY • Downers Grove, IL 60515

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. WATER, GAS AND ELECTRIC CHARGES. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the

same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

3. SUBLETTING; ASSIGNMENT. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

4. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

5. CONDITION ON POSSESSION. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

6. REPAIRS AND MAINTENANCE. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

7. ACCESS TO PREMISES. Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

8. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

10. HEAT. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

11. FIRE AND CASUALTY. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

12. TERMINATION; HOLDING OVER. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of _____ dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

13. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of

any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

14. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

15. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

16. CONFESSION OF JUDGMENT. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

17. LESSOR'S LIEN. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

18. REMOVAL OF OTHER LIENS. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

19. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

20. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

21. MISCELLANEOUS. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

22. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Please print or type name(s)
below signature(s).

LESSEE:

LESSOR:

Thomas W. Twardy (SEAL)
Thomas W. Twardy
Donna J. Twardy (SEAL)
Donna J. Twardy

Christine E. Blum (SEAL)
Christine E. Blum
Glen L. Blum (SEAL)
Glen L. Blum

ASSIGNMENT BY LESSOR

On this _____, 19_____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 19_____.

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

GUARANTEE

On this _____, 19_____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

Rider to Store Lease Dated October 1,
By & Between
Grove Automotive Ltd., Lessee
and
Christine E. Blum & Glen L. Blum, Lessors

1. Lessee shall not permit or do any body work or spray painting on the premises.
2. Lessee shall not allow or keep any junked cars on the premises.
3. Lessee shall not park automobiles in the backyard of the premises.
4. Lessee shall not permit any animals on the premises.
5. Lessee shall not make any modifications to the building without Lessors' approval.
6. Any sign placed on the premises by the Lessee shall conform to the Downers Grove local ordinance.
7. Lessee shall be responsible for cutting the grass on the premises at least every ten (10) days.
8. Lessee shall be responsible for payment for all utilities.
9. Payment of rent is due within the first week of each month.

GROVE AUTOMOTIVE LTD.

By: Thomas W. Twardy
Thomas W. Twardy

By: Donna J. Twardy
Donna J. Twardy

LESSORS

By: Christine E. Blum
Christine E. Blum

By: Glen L. Blum
Glen L. Blum

CARL BLUM

DISTRIBUTOR

CARBON DIOXIDE

CO²

5103 BELMONT ROAD

DOWNERS GROVE, ILL.

PHONE Woodland 8-1682

DATE _____

SOLD TO _____

ADDRESS _____

20# Cyl. No.

50# Cyl. No.

RECEIVED BY _____



5050 W. Lake Street
Melrose Park, IL 60160

ADDRESSEE:

GROVE AUTOMOTIVE
5103 BELMONT RD
DOWNERS GROVE, IL 60515

000533

INVOICE

CONTACT US AT:

ATTN: CUSTOMER SERVICE DEPT.
CALL:(708) 345-7050

INVOICE NO.

INVOICE DATE

ACCOUNT NO.

551-000884418

08/20/01

551-0257477

NOTES:

A

DESCRIPTION	QUANTITY	PRICE	AMOUNT
00001 5103 BELMONT RD			
SERVICE GROUP 02 QTY 001 FRONT LOAD 2 YARDS			
08/20/01 RATE ADJUSTMENT 09/01 TO 09/30	1.0000	80.00	4.000
08/20/01 BASIC SERVICE 09/01 TO 09/30		84.00	84.00
0928			

CURRENT	30 DAYS	60 DAYS	90+ DAYS
80.00	80.00		

PAYMENT DUE BY

INVOICE AMOUNT

UPON RECEIPT

80

RS USED OIL SERVICES
ROUTE #102 P.O. BOX 111
MONEE, IL. 60449
(708) 258-3485



JEFF SCHNIEDER
SALES & SERVICE REPRESENTATIVE

SAFETY-KLEEN CORP.
728 MORSE • SCHAUMBURG, IL 60193
708/529-5745 • FAX 708/529-9932

REM-IT ANTI-REEZE
 manufactured by
 TECHNICAL TEST EQUIPMENT CO., INC.
 238 Clements Drive
 WOOD DALE, ILLINOIS 60191-1237
 (800) 573-8731

CUSTOMER'S ORDER NO.		PHONE		DATE 10-10-01	
NAME Grove Automotive ADDRESS Lawrence Grove					
SOLD BY YIM	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D.
QTY.	DESCRIPTION				PAID OUT
	Drain(s) Oil Antifreeze				PRICE
	Drain(s) Fuel Antifreeze				AMOUNT 112.00
	Drain(s) Engine Coolant Antifreeze				
	Gallon(s) Antifreeze				
	Empty Drain(s)				\$25.00
	Pumps(s)				\$33.00
	Refractometer				
	Single Note Credit Return to Law				
	Return of equipment from the Waste Dept.				
	Empty Oil From Waste Antifreeze Return				
	Customer agrees:				
	1) To pay for all collection costs of this mobile				
	2) Freeze point of 34 degrees				
RECEIVED BY	[Signature] [Stamp: OK # 8708]				TAX
TOTAL					112.00

B PRODUCT 610

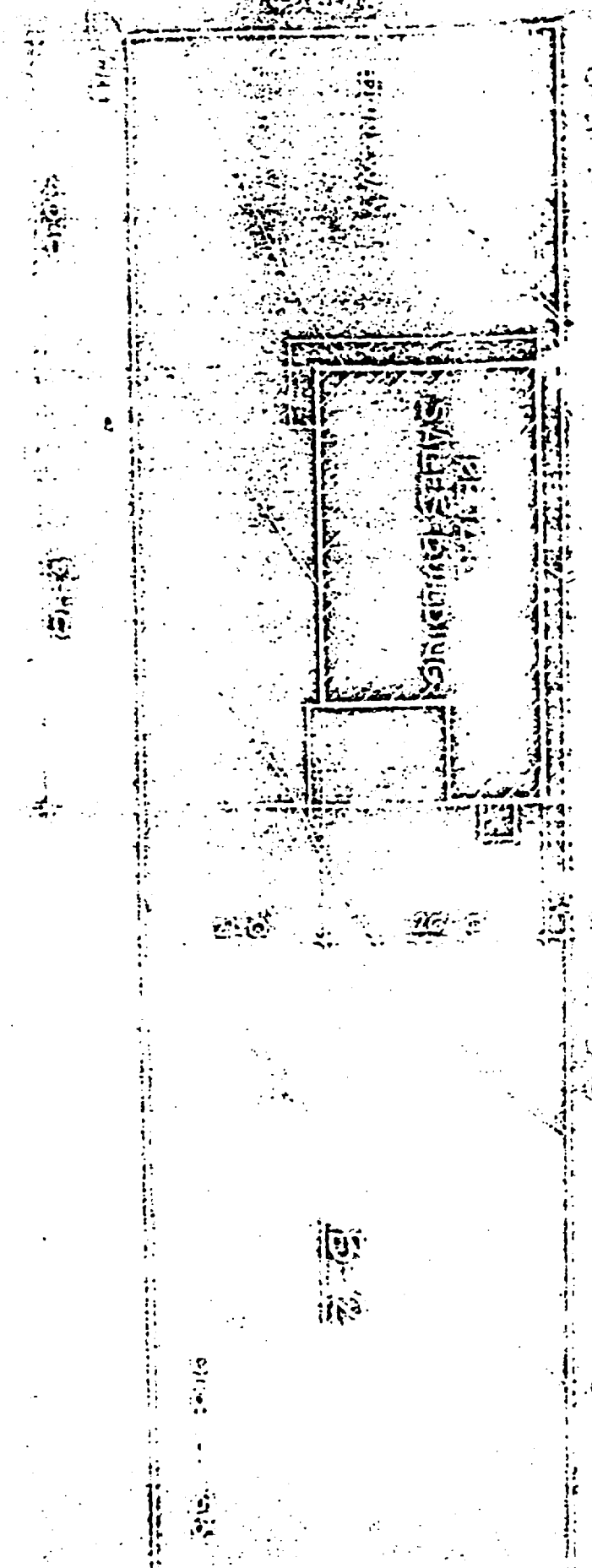
All claims and returned goods must be accompanied by this bill.

26383

To Reorder:
 800-225-6390 or nets.com

Thank You

SITE PLAN OLD + HARD T.R.
 BUILDING = 26' X 53'
 LOT = 50' X 200' IMPROVED



Scale 1" = 20'



QUIT-CLAIM DEED

Joint Tenancy

C.T.&T.Co. (Du Page 5) F-408 R 10-56

BOOK AND PAGE

THE GRANTOR OSA R. VIMTRUP, a spinster

of Downers Grove in the County of DuPage in the
State of Illinois for and in consideration of the sum of \$ 10.00

in hand paid, CONVEYS and QUIT-CLAIMS TO CHRISTINE E. BLUM
and GLEN L. BLUM

of in the County of DuPage in the
State of Illinois not as tenants in common, but as joint tenants
all interest in the following described real estate to wit:

Lot 16 in Block 3 in Arthur T. McIntosh
& Company's Highwoods Addition to Belmont,
a subdivision in the West Half of Section
7, Township 38 North, Range 11, East of
the Third Principal Meridian, and in the
East Half of Section 12, Township 38 North,
Range 10, East of the Third Principal
Meridian, situated in the Village of
Downers Grove.

situated in the County of DuPage, in the State of Illinois, hereby releasing and waiving all rights under
and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD, the above granted premises, unto the said Grantees forever, not in
tenancy in common, but in joint tenancy.

The monetary consideration for this conveyance does not
exceed \$100.00.

GORDON C. BOWEN
NOTARY

41.

RECORDERS STAMP
MAY 10 1966 - 11 26 AM
OFFICE OF DU PAGE COUNTY, ILLINOIS
RECORDED
TITLE CO.

ATTACHMENT C

Information Requests

1. Identify all persons consulted in the preparation of the answers to these Information Requests.
2. Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests, and provide copies of all such documents.
3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons.
4. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal, or other handling of hazardous substances at the Facility by you, your contractors, or by prior owners and/operators.
5. Describe the nature of your activities or business at the Facility, with respect to purchasing, receiving, processing, storing, treating, disposing or otherwise handling hazardous substances or materials at the Site.
6. State the dates during which you owned, operated, or leased the Facility, and provide copies of all documents evidencing or relating to initiation of such ownership, operation, or lease arrangements (e.g., deeds, leases, etc.).
7. Provide information about the physical conditions at the Facility, including but not limited to the following:
 - a) Property boundaries, including a written legal description;
 - b) Location of underground utilities (telephone, electrical, sewer, water main, etc.);
 - c) Surface structures (e.g., buildings, tanks, etc.);
 - d) Ground water wells, including drilling logs;
 - e) Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s), and other underground structures; and where, when and how such systems are emptied;
 - f) Any and all additions, demolitions, or changes of any kind on, under, or about the Facility, to its physical structures, or to the property itself (e.g., excavation work); and any planned additions, demolitions, or other changes to the Facility; and
 - g) All maps and drawings of the Facility in your possession.
8. Identify all past and present solid waste management units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas, etc.) at the Facility. For each such solid waste management unit identified, provide the following information:

- a) A map showing the unit's boundaries and the location of all known solid waste units whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;
 - b) The type of unit (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit;
 - c) The dates that the unit was in use;
 - d) The purpose and past usage (e.g., storage, spill containment, etc.);
 - e) The quantity and types of materials (hazardous substances and any other chemicals) located in each unit;
 - f) Pollutants, or contaminants, and damages resulting therefrom.
 - g) The construction (materials, composition), volume, size, dates of cleaning, and condition of each unit.
 - h) If unit is no longer in use, how was such unit closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.
9. Identify the prior owners of the Facility. For each prior owner, further identify:
 - a) The dates of ownership;
 - b) All evidence showing that they controlled access to the Facility; and
 - c) All evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at the Facility during the period that they owned the Facility.
10. Identify the prior operators, including lessors, of the Facility. For each such operator, further identify:
 - a) The dates of operation;
 - b) The nature of prior operations at the Facility;
 - c) All evidence that they controlled access to the Facility; and
 - d) All evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at or from the Facility and /or its solid waste units during the period that they were operating the Facility.
11. Provide copies of all local, state, and federal environmental permits ever granted for the Facility or any part thereof (e.g., RCRA permits, NPDES permits, etc.).
12. Provide all reports, information, or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Facility. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.
13. After the time You acquired the Facility, is there evidence or reason to know that any hazardous substance, contaminants, pollutants or oil was disposed of on, at or adjacent to the Facility? Describe the basis of this knowledge. Describe all investigation of the Facility you undertook prior to acquiring the Facility and all of the facts on which you based the answer to this question.

14. Describe all leaks, spills or releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from the Facility, including but not limited to:
- a) When such releases occurred or may occur;
 - b) How the release occurred or may occur;
 - c) What hazardous materials were released or may be released;
 - d) What amount of each such hazardous material was so released;
 - e) Where such releases occurred or may occur;
 - f) Any and all activities undertaken in response to each such release or threatened release;
 - g) Any and all investigations of the circumstances, nature, extent or location of each such release or threatened release, including the results of any soil, water (ground and surface), or air testing that was undertaken; and
 - h) All persons with information relating to subparts a through g of this question.
15. If the answer to question 14 is anything but an unqualified "no," and if any releases or threatened release identified in response to question 14 above occurred into any subsurface disposal system or floor drain inside or under your building or buildings at the Facility, identify;
- a) Where the disposal system or floor drains were located;
 - b) When the disposal system or floor drains were installed;
 - c) Whether the disposal system or floor drains were connected to pipes;
 - d) Where such pipes were located and emptied;
 - e) When such pipes were installed;
 - f) How and when such pipes were replaced, or repaired; and
 - g) Whether such pipes ever leaked or in any way released hazardous materials into the environment.
16. Did any leaks, spills, or releases of hazardous materials occur at the Facility when such materials were being:
- a) Delivered by vendor;
 - b) Stored (e.g., in any tanks, drums, or barrels);
 - c) Transported or transferred (e.g., to or from any tanks, drums, barrels, or recovery units); or
 - d) Treated.
17. If the answer to the preceding question is anything other than an unqualified "no", provide all documents relating to any such leaks, spills or releases.
18. Has soil ever been excavated or removed from the Facility?
- a) Amount of soil excavated;
 - b) Location of excavation;
 - c) Manner and place of disposal and/or storage of excavated soil;
 - d) Dates of soil excavation;
 - e) Identity of persons who excavated or removed the soil;
 - f) Reason for soil excavation;

- g) Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;
 - h) All analyses or tests and results of analyses of the soil that was removed from the Facility;
 - i) All persons, including contractors, with information about (a) through (h) of this request;
 - j) All reports, summaries or other documentation describing the excavation.
19. Provide records from 1972 through the present showing how much chlorinated solvent/cleaner or other chlorinated materials were purchased for the Facility. Provide records from 1972 through the present, which show how much chlorinated solvent/cleaner or other chlorinated materials were sent from the Facility to be recycled or disposed. Provide the manifests showing such recycling or disposal.
20. Provide all records regarding the disposal of solid waste from the Facility from 1972 to present.

ATTACHMENT D

2 Ill. Adm. Code 1828.401

Section 1828.401 Claims By Submitters That Public Records Are Exempt From Disclosure.

- a) A claim that a public record is exempt from public disclosure pursuant to Section 1828.202 must be made at the time of submittal of the public record.
- b) A claim that a public record is exempt from public disclosure must include:
 - 1) A claim letter, stating that the public record is exempt from public disclosure pursuant to Section 1828.202, identifying all exemptions that apply, and briefly describing the public record;
 - 2) A justification for the claim, including:
 - A) If the public record is a subsequent version of a public record previously granted exempt status by the Agency, a certified statement indicating:
 - i) The date of submission of the previous public record; and
 - ii) That the previous justification remains applicable to the current submission; or
 - B) If the submittal is not a subsequent version of a public record previously granted exempt status by the Agency, the following information:
 - i) Measures taken by the submitter to prevent disclosure of the public record;
 - ii) The rights of privacy, if any, that might be invaded by disclosure of the public record;
 - iii) The competitive value, if any, of the public record to the submitter; and
 - iv) Any other information that will support the claim for exemption from disclosure;
 - 3) A copy of the public record, marked in accordance with the requirements of subsection (c) of this Section; and
 - 4) If the submitter is currently a party in a proceeding before the Board or a court in which the information is relevant to the issues, the title of the proceeding, docket number, and, if applicable, identification of the court.
- c) The submitter must mark a public record or portions thereof claimed exempt from disclosure as follows:

- 1) Where the public record is claimed to be exempt from disclosure in its entirety, mark the public record with the words "Public Record Claimed Exempt" in red ink on the face or front of the public record. If submitted in electronic format, the public record must be clearly marked in bold at the top or front of the public record with the words "Public Record Claimed Exempt"; or
- 2) Where less than the entire public record is claimed to be exempt from disclosure:
 - A) Mark the public record with the words "Public Record Claimed Exempt – In Part" in red ink on the face or front of the public record. If submitted in electronic format, the public record must be clearly marked in bold at the top or front of the public record with the words "Public Record Claimed Exempt – In Part";
 - B) Indicate on the face or beginning of the public record which portion of the public record is claimed to be exempt from disclosure;
 - C) Mark every portion of the public record which is claimed to be exempt from disclosure with the words "Public Record Claimed Exempt"; and
 - D) Furnish the Agency with a second copy of the public record that is marked in accordance with (A) and (B) of this subsection and from which the portion of the public record that is claimed to be exempt from disclosure is deleted.

Responses to Attachment C

1. Tom Twardy/Glen Blum/Christine Blum.
2. Property Deed/Site Plan/Business Sales Ticket/Lease.
3. No. All other parties are deceased.
4. Tom Twardy (present tenant)/Burk's Carbonic Co. (no longer in business and whereabouts unknown/Hank Grossman (father-in-law of Tom Twardy, who sold the business to son-in-law Tom Twardy, present tenant and owner of Grove Automotive Ltd.
5. The business is an auto repair service garage. All parts are purchased as needed and delivered to Grove Automotive Ltd. by local parts distributors. Disposing of all waste substances are as follows:
 - A) Solid waste (trash pickup) by BFI Co.;
 - B) Used antifreeze stored inside in drums and picked up by Recycle Technologies, Inc.;
 - C) Drain oil is stored in a 200 gallon tank located outside of building on northwest corner and is pumped out as needed by RS Used Oil Services;
 - D) Parts cleaning fluid stored inside building and drum hauled away by Safety Kleen Corp. Note: See attachments for services mentioned in Items 5A through 5D.
6. Approximately 1960, the land was purchased and the building was built by Carl Blum, who owned and operated Carl Blum Carbonic Gas Co. (CO2 carbon dioxide – non-hazardous/non-flammable. See business sales ticket.) Upon his death in 1962, his son Larry Blum owned and operated this business until his death in 1966. Upon Larry Blum's death, the business was sold to Burk's Carbonic Co. from Chicago, IL. The building was leased to Burk's Carbonic Co. from the Blum family, Glen and Christine Blum. Burk's Carbonic Co. is no longer in business. Lease arrangements were verbal. Approximately 1982, the building was leased to Hank Grossman, who formed Grove Automotive LTD. See attachments listed and provided in answer to question No. 2.
7. A) See deed;

- B) Sewer, provided by Downers Grove Sanitary District, runs in front of property along east side of Belmont Rd. Phone and electric via utility pole at rear property line. Lake Michigan water by village of Downers Grove runs along Belmont Rd. in front of property on west side of Belmont Rd. connected to the "B" box on east side of Belmont Rd.;
 - C) Oversize concrete block garage. 200-gallon oil tank on north side of building used to hold auto drain oil, which is emptied by an oil disposal service. Brick barbecue fireplace, not in working condition, behind building in back yard;
 - D) Presently, Lake Michigan water provided by village of Downers Grove. Previously, water provided by Highwood Water Co., which went out of business approximately 1995;
 - E) Storm water and sanitary sewer provided by village of Downers Grove. No septic tank ever used. Dry bed creek runs through back yard of property and never used or altered during our ownership;
 - F) No additions, demolition or changes to original building and none are planned in the future;
 - G) See attachments provided in question No. 2.
- 8.
- A) Garbage service provided by BFI Co. using a mobile dumpster;
 - B) Size of dumpster 61" W x 37" D by 42 H". Capacity = 2 yards;
 - C) Garbage dumpster pick up service 1982 to present;
 - D) To remove garbage;
 - E) N/A;
 - F) N/A;
 - G) Frequency of garage pick up: weekly;
 - H) Still in use.
- 9.
- A) 1960 to 1962 -- Carl Blum
1962 to 1966 -- Larry Blum
1966 to present -- Glen and Christine Blum;

B) See deed;

C) N/A.

10. See table below.

Carl Blum	Larry Blum	Burk's Carbonic	Hank Grossman	Tom Twardy
A. 1960-1962	A. 1962-1966	A. 1966-1982	A. 1982-1991	A. 1991-2001
B. Carbonic Gas Co.	B. Carbonic Gas Co.	B. Carbonic Gas Co.	B. Auto Repair	B. Auto Repair
C. Deed	C. N/A	C. N/A verbal lease	C. N/a verbal lease	C. Lease copy
D. N/A	D. N/A	D. N/A	D. N/A	D. N/A

11. None

12. None issued.

13. No. Built on family owned property and all tenants checked on for compliance.

14. No.

15. N/A

16. None.

17. N/A

18. No.

19. N/A

20. See current garbage bill (copy provided).